

General Terms and Conditions of Contract

Valid from: 7 October 2026

§ 1 Subject Matter of the Contract, Conclusion of the Usage Agreement

nPro Energy GmbH (hereinafter the “Provider”) enables entrepreneurs within the meaning of § 14 BGB (German Civil Code) as well as legal entities and legal entities under public law to use the nPro software application on a temporary basis by way of so-called Software-as-a-Service (SaaS) - available at <https://www.npro.energy> - via remote access using an internet browser. During the term of the contract, the Provider shall render the following services:

- (1) The Provider shall make the software application and its functions available to the Customer for a limited period of time via remote access for the Customer's own purposes.
- (2) The software may be used either as paid commercial use, free-of-charge academic use, or free-of-charge commercial trial use limited to three weeks. The freely accessible demo version of the software application with a limited range of functions is provided on a non-binding basis and does not require registration; no contract is concluded in this respect.
- (3) The Provider shall also make available to the Customer the server capacity required for storing and further processing the data generated by the Customer using the software tool.
- (4) No further rights to the software application are granted. In particular, the contractual partner is not entitled to reproduce, sell or make available on a temporary basis the software application or parts thereof, in particular not to rent or lend it, or to use it beyond the contractually agreed use and these terms and conditions, or to make it accessible to third parties.
- (5) The Customer shall generally submit a binding offer to conclude the contract as follows:
 - a. in the case of paid commercial use, by completing the registration process on the Provider's website and submitting the order by clicking the “Order subject to payment” button;
 - b. in the case of free-of-charge academic use and free-of-charge trial use limited to three weeks, by completing the registration process for the respective type of use by clicking the “Register” button.

Before submitting the offer, the Customer may view the data and entries it has provided at any time, identify input errors and correct them. The offer can only be submitted and transmitted if the Customer accepts these contractual terms by clicking the field “I agree to the terms of use and the data protection provisions.” and thereby incorporates them into its offer. The Customer has the option of retrieving the contractual provisions, including these General Terms and Conditions, prior to submitting the offer and of saving them in reproducible form.

- (6) The Provider shall send the Customer an automatic electronic acknowledgement of receipt by e-mail without undue delay, which again sets out the Customer's registration and which the Customer can print using the “Print” function. The automatic acknowledgement of receipt merely documents that the Customer's registration has been received by the Provider and does not constitute acceptance of the offer. The contract is concluded only upon the Provider's declaration of acceptance, which is sent by separate e-mail (order confirmation). In the case of free-of-charge academic use and free-of-charge commercial trial use limited to three weeks, acceptance may also be declared by activating access to the software application. In this e-mail or in a separate e-mail, but at the latest upon activation of access to the software application, the contract text (consisting of the registration, the GTC and the order confirmation) shall be sent to the Customer on a durable medium (generally by e-mail) (contract confirmation). The contract text is stored in compliance with data protection requirements and made accessible to the Customer in the contract confirmation after conclusion of the contract.
- (7) Other forms of contract conclusion: Where a contract is concluded by way of individual communication, for example by e-mail, the Customer submits a binding offer to conclude the contract by transmitting an order or another declaration directed at the conclusion of the contract to the Provider. The contract is concluded only upon the Provider's declaration of acceptance, which is generally sent by e-mail. In this e-mail or in a separate e-mail, but at the latest upon activation of access to the software application, the contract text (consisting of the registration, the GTC and the

order confirmation) shall be sent to the Customer on a durable medium (generally by e-mail) (contract confirmation).

- (8) The Provider has not subscribed to any particular codes of conduct within the meaning of Art. 246c No. 5 EGBGB (Introductory Act to the German Civil Code).
- (9) The contract is concluded in German or English at the Customer's choice. If the Provider makes available an English version of these GTC or of other contractual documents, such version serves information purposes only; only the German version is legally authoritative.

§ 2 Remuneration

- (1) The agreed usage fees apply to the use of the software application. Commercial use is based on personal user licences (Basic licence). In addition, the Customer may book a paid Plus licence, which unlocks further functions and services for the user accounts assigned to the Customer. The respective scope of services and the usage fees payable for it are set out in the quotation, the order or the order confirmation. Each user licence is linked to exactly one customer account. Customer accounts are to be created by the customers themselves in the software application. A personal e-mail address (not a functional e-mail address) must be used for this purpose.
- (2) The usage fee is invoiced in advance for the respective agreed term. If the payment deadline is exceeded, access to the software application may be restricted after a prior unsuccessful reminder; the Customer's obligation to pay for the usage period remains unaffected.

§ 3 Contract Term and Termination

- (1) Upon conclusion of the contract, the Customer may choose between a prepaid model with a limited term and a subscription with automatic licence renewal.
 - a. **Prepaid model:** The term for the provision of the software application is agreed individually upon conclusion of the contract. The contract ends automatically upon expiry of the agreed usage period; no termination is required. The Customer may extend the usage period at any time by placing a further booking; a renewal booking is made for a period of at least 12 months.
 - b. **Subscription model:** Upon expiry of the usage period, the contract term is automatically extended by a further year (12 months) in each case. Termination may be given without any particular form, for example by e-mail. It must be received by the Provider no later than 14 days before the end of the current contract term.
- (2) If the software application is made available to the Customer free of charge in the cases described in § 1 (2) of these GTC, either party may terminate the contractual relationship at any time.
- (3) Customer data is deleted after the end of the contract taking into account statutory retention periods and technical requirements for data backups. Documentation serving as evidence of the proper performance of the contract and of the order may be retained in accordance with the respective retention periods until their expiry, including beyond the end of the contract.

§ 4 Availability of the Software (Service Level Agreement)

- (1) The contractual software is available during core hours 99 % on an annual average. Core hours are – with the exception of nationwide public holidays – Monday to Friday from 7 a.m. to 6 p.m. Central European Time.
- (2) When calculating actual availability, downtime not attributable to the Provider counts as available time. Such non-detrimental downtime includes in particular:
 - (i) maintenance or other services agreed with the Customer during which the Customer cannot access the contractual software;
 - (ii) scheduled maintenance work outside core hours;
 - (iii) unforeseen maintenance work that becomes necessary, provided that such work was not caused by a breach of the Provider's obligations to render the Services (force majeure, unforeseeable hardware failures, strikes, natural events, etc.);
 - (iv) downtime due to virus or hacker attacks, provided that the Provider has taken the customary protective measures;
 - (v) downtime for the installation of urgently required security patches;
 - (vi) downtime due to incorrect application of the contractual software by the Customer;

- (3) In all other respects, the Provider is not responsible for internet- or network-related downtime during which the contractual software is unavailable due to technical or other problems outside the Provider's sphere of influence.
- (4) If the contractually owed availability is not achieved for reasons attributable to the Provider or its vicarious agents, the contractual partner is entitled to reduce the usage fee in proportion to the availability interruption relative to the promised availability. The reduction is limited to a maximum of 10 % of the usage fee owed for the month concerned.
- (5) The Provider is entitled to update, extend and further develop the software application at any time, provided that this is reasonable for the Customer and does not result in material functional restrictions.

§ 5 Duties of Cooperation and Obligations of the Customer

- (1) The Customer is itself responsible for the entry, maintenance and content of the data and information required to use the Services offered. On the computer through which it uses the Services, the Customer shall deploy state-of-the-art and regularly updated anti-virus software and shall check the data and information it generates for malicious code, in particular viruses, prior to transmission.
- (2) The Customer's access credentials may not be passed on to third parties and must be kept protected against access by third parties.

§ 6 Support

- (1) The Provider provides the Customer with basic technical support by e-mail, telephone or video call. Basic support comprises up to two hours per calendar month and is included in the usage fee. It comprises reasonable assistance with individual technical questions regarding the use and functioning of the software. Processing time is recorded per support request in units of 15 minutes commenced. The Provider shall evidence the usage to the Customer upon request. Support requests are processed during core hours (§ 4 (1)); no particular response or resolution time is owed. Processing time not used expires at the end of the respective calendar month. The Provider's obligations to remedy defects (§ 7) remain unaffected. Time attributable to this is not counted against the quota.
- (2) Basic support does not cover, in particular, consulting, set-up, configuration, migration or customisation services, or other services that do not serve to remedy or clarify individual technical questions regarding the contractual use of the software.
- (3) Support services going beyond basic support may be booked in addition as a support package for separate remuneration. Support services rendered voluntarily or as a gesture of goodwill beyond basic support do not give rise to any claim to corresponding services in the future.
- (4) The Provider renders training services subject to a separate order and for separate remuneration. Programming work to create special functionalities adapted to the Customer's requirements is charged individually according to time and effort at hourly rates to be agreed separately.

§ 7 Claims for Defects

- (1) Within the scope of the contractually owed Services, the Provider performs ongoing maintenance of the software application. Maintenance includes remedying material defects in the software.
- (2) The Provider shall remedy material defects in the Services offered within a reasonable period. The Provider gives no warranty of any particular fitness for the Customer's purposes unless such a warranty has been expressly agreed in text form.
- (3) The Customer is obliged to report material defects in text form without undue delay after discovery. The report must contain a description of the error pattern that is as reproducible as possible, including the steps to reproduce it. § 536c BGB remains unaffected.
- (4) In the case of only immaterial impairment of the usability of the software, the Customer's rights to reduce the remuneration and to terminate for cause are excluded; the right to have the defect remedied under paragraph 2 remains unaffected. The Provider is entitled to remedy a defect that does not impair the usability of the software, or impairs it only immaterially, by supplying a new version or an update within the framework of its version, update and upgrade planning.

- (5) The Provider's strict liability under § 536a (1) alternative 1 BGB for defects already existing at the time the contract was concluded is excluded.
- (6) If a free trial version of the software application is provided, the Provider gives no warranty whatsoever in this respect. § 8 (1) and (7) of these GTC remain unaffected.

§ 8 Liability

- (1) The Provider is liable without limitation in accordance with statutory provisions for intent and gross negligence, for injury to life, body or health, in cases falling under the German Product Liability Act, to the extent of any warranty assumed, and for fraudulently concealed defects. In all other respects, the Provider is liable only for the slightly negligent breach of such obligations whose fulfilment is a precondition for the proper performance of this contract and on whose observance the Customer regularly relies and may rely (material contractual obligations). In the case of a slightly negligent breach of such obligations, liability is limited to the damage typically foreseeable under such contracts, but in any event to a maximum total amount of EUR 50,000.00 per contract year.
- (2) Subject to § 8 (1) of these GTC, the Provider is not liable for damage based on malicious code (virus infection) or attacks by third parties on the software (hacker attacks), provided that the Provider has taken the protective measures required by the state of the art and reasonable for it.
- (3) Subject to § 8 (1) of these GTC, the Provider's liability for damage caused by force majeure, by technical disruptions outside the Provider's controllable sphere, or by a breach of the Customer's duties of cooperation or security obligations is excluded.
- (4) Subject to § 8 (1) of these GTC, the Provider is liable for lost profit and other indirect damage only to the extent that such damage was typically foreseeable under such contracts at the time the contract was concluded. The Provider assumes no liability for the plausibility, suitability and economic usability of the calculation results in the Customer's specific application.
- (5) Subject to § 8 (1) of these GTC, the Provider further assumes no liability for damage based on incorrect or incomplete input or improper use by the Customer.
- (6) In the event of loss of data, the Provider is liable, in accordance with the preceding paragraphs, only for the effort that would have been required to restore the data had the Customer backed up its data properly and regularly, for example via the software's export function.
- (7) If the software is made available to the Customer free of charge, the following additional provisions apply: The Provider's liability is governed exclusively and conclusively by § 8 (1) sentence 1 of these GTC. There is no liability beyond this for the negligent breach of contractual obligations under paragraph 1 sentences 2 and 3. No particular availability, quality or fitness of the trial version for the Customer's purposes is owed. The Provider is entitled to change or discontinue the trial version in whole or in part, or to block access to it, at any time, without any claims arising for the Customer as a result.
- (8) The limitations and exclusions of liability in this § 8 and the limitation period under § 9 also apply for the benefit of the Provider's legal representatives, vicarious agents and other employees.
- (9) The results and design proposals generated using the software application are based on the user's inputs and on the models and calculation methods stored in the software application. They support the user in preliminary planning and in comparing options. They do not replace the project-specific review, planning and approval to be carried out on the user's own responsibility by a qualified engineer or other specialist planner.

§ 9 Limitation Period

- (1) The Customer's claims for damages and reimbursement of expenses, on whatever legal grounds, become time-barred one year after the statutory commencement of the limitation period. This does not apply to claims within the meaning of § 8 (1) sentence 1 of these GTC.

§ 10 Confidentiality and Data Protection

- (1) The Provider processes personal data exclusively as a processor pursuant to Art. 28 GDPR. The rights and obligations of the parties regarding processing on behalf of a controller are set out in the Data Processing Agreement, which forms part of these terms of use. By using the software, the Customer declares its agreement with these provisions.

- (2) The parties are obliged to keep confidential all confidential information about the other party that becomes known to them in connection with this contract, for the duration of the contractual relationship and for a period of five years after its termination, and not to pass it on to third parties, record it or otherwise exploit it, unless the other party has expressly consented in writing to its disclosure or use. These obligations also apply to the period after termination of the contractual relationship.
- (3) Project-related data entered by the user in the software is treated in strict confidence and is not made accessible to any third party. Confidentiality applies in particular to all project-related data and other sensitive information. This confidentiality obligation continues to exist beyond the termination of the contractual relationship.
- (4) Upon conclusion of the contract, the Customer grants the Provider the right to name it publicly across media, in particular on the Provider's website, as a reference company vis-à-vis third parties for advertising purposes and to use the Customer's logo for this purpose. The Customer may revoke this permission in writing at any time; there is no obligation to remove the logo from advertising materials already produced or published at the time of revocation, to the extent that adapting them is not reasonable for the Provider.

§ 11 Amendments to the Contractual Terms, Service Descriptions and Prices

- (1) The service descriptions may be amended if this is necessary for good cause, the contractual partner is not objectively placed in a worse position as a result compared with the service description incorporated at the time the contract was concluded (e.g. retention or improvement of functionalities), and there is no significant deviation from it. Good cause may include, in particular: changes in the legal situation or in the case law of the highest courts, necessary security-related changes, or necessary adaptations to technical developments.
- (2) In the subscription model (§ 3 (1)(b)), each renewal takes place at the list price applicable at the start of the renewal period in accordance with the Provider's price list published at www.npro.energy/checkout. The Provider is entitled to adjust the list prices at its reasonable discretion, to the extent that this is appropriate on the basis of objectively justified changes in the cost, market or performance factors relevant to pricing. Relevant factors may include, in particular, changes in the costs of hosting, infrastructure, data centres, third-party services, licences, maintenance, support, personnel, IT security, data protection, compliance, taxes, levies and exchange rates, as well as material changes in the scope of services. When making an adjustment, the Provider takes into account both cost-increasing and cost-reducing circumstances. The Provider shall notify the Customer of the specific fee for the forthcoming renewal period in text form no later than six weeks before the end of the current contract term, and shall draw attention to the right of termination under § 3 (1)(b). If the timely notification under sentence 5 is omitted, the contract is renewed at the previous fee.

§ 12 Final Provisions

- (1) Amendments to the contract and collateral agreements require written, text or electronic form to be valid.
- (2) Conflicting general terms and conditions of the Customer apply only if and to the extent that the Provider has expressly agreed to them in writing. Any other terms and conditions of the Customer or of third parties are hereby expressly rejected.
- (3) The Customer may transfer the rights and obligations under this contract to a third party only with the Provider's prior written consent.
- (4) These contractual terms apply exclusively.
- (5) Should individual provisions of this contract be or become invalid in whole or in part after conclusion of the contract, the validity of the remaining provisions shall not be affected thereby. In this case, the parties are obliged to negotiate an effective and reasonable replacement provision that comes as

close as possible to the purpose and intent pursued by the invalid provision. This also applies in the event of a gap in the contract.

- (6) This contract is governed exclusively by the law of the Federal Republic of Germany.
- (7) The place of jurisdiction for disputes concerning the validity and performance of this contract is Düsseldorf.

Annex

Data Processing Agreement

Preamble: Purpose and Necessity of this Agreement

In addition to the agreement between the parties, the following agreement specifies the parties' data protection rights and obligations with regard to the processing of personal data by the Provider as processor on behalf of the Customer as controller in accordance with the statutory requirements.

§ 1 Subject Matter and Duration of the Agreement

- (1) Within the scope of the subject matter of the order as described in the order, the Processor processes personal data of the Controller within the meaning of Art. 28 GDPR (processing on behalf of a controller). The Controller remains the controller in the data protection sense.
- (2) The contractually agreed service is provided exclusively in a Member State of the European Union or in a State party to the Agreement on the European Economic Area. The Processor may also process Controller data outside the EEA in compliance with the provisions of this agreement if it informs the Controller in advance of the place of data processing and the requirements of Art. 44 to 48 GDPR are met or an exception under Art. 49 GDPR applies.
- (3) The duration of the contractual relationship is governed by the details of the underlying order or by the General Terms and Conditions of Contract.

§ 2 Nature and Purpose of the Processing, Type of Personal Data and Categories of Data Subjects

- (1) The subject matter of the processing is the provision and operation of the nPro SaaS solution, including account administration, authentication, role and permission management, licence management, technical logging, support and system operation.
The following categories of personal data are processed:
 - a. master and organisational data,
 - b. contact and account data,
 - c. authentication, role and permission data,
 - d. contract and licence data,
 - e. usage and connection data,
 - f. technical system, diagnostic and log data,
 - g. communication and support data, to the extent that these arise in connection with support requests.
- (2) Data subjects are employees or other authorised users of the Controller.
- (3) The nature of the processing consists in the collection, storage, retrieval, use, logging, analysis and erasure of the aforementioned data. This takes place for the following purposes:
 - a. provision and operation of the software,
 - b. account administration, authentication and permission management,
 - c. licence management,
 - d. technical error analysis and assurance of the software's functionality,
 - e. support,
 - f. system security.
- (4) Customer, metering, consumption, billing or other energy-industry data with a personal reference is not processed under the current service description, unless it is entered into the software by the Controller itself.

§ 3 Rights and Obligations and Powers to Issue Instructions of the Controller

- (1) The Controller alone is responsible for assessing the lawfulness of the processing pursuant to Art. 6 (1) GDPR and for safeguarding the rights of data subjects under Art. 12 to 22 GDPR. Nevertheless, the Processor is obliged to forward requests to the Controller without undue delay, provided that they are evidently addressed exclusively to the Controller.
- (2) Changes to the subject matter of the processing and changes to procedures are to be agreed jointly between the Controller and the Processor and set out in writing or in a documented electronic format.
- (3) The Controller generally issues all orders, partial orders and instructions in writing or in a documented electronic format. Oral instructions must be confirmed in writing or in a documented electronic format without undue delay.
- (4) The Controller is entitled, as set out in § 5, to satisfy itself in an appropriate manner, before the start of the processing and thereafter at regular intervals, of the Processor's compliance with the technical and organisational measures taken and with the obligations set out in this agreement.
- (5) The Controller shall inform the Processor without undue delay if it identifies errors or irregularities in reviewing the results of the order.
- (6) The Controller is obliged to treat as confidential all knowledge of the Processor's trade secrets and data security measures obtained within the scope of the contractual relationship. This obligation continues to exist after the termination of this contract.

§ 4 Persons Authorised to Issue Instructions on the Controller's Side, Recipients of Instructions on the Processor's Side

- (1) The persons authorised to issue instructions on the Controller's side are the person stored in the customer account and designated as the contact for data protection matters, or a person authorised by the Controller for this purpose. Changes to, or longer-term unavailability of, these contacts must be notified to the Processor without undue delay and generally in writing or electronically.
- (2) The contact person for receiving instructions at the Processor is *Dr. Marco Wirtz* (Managing Director). The Processor is not legally obliged to appoint a data protection officer.
- (3) Instructions must be retained for the duration of their validity and thereafter for a further three full calendar years.

§ 5 Obligations of the Processor

- (1) The Processor processes personal data exclusively within the scope of the agreements reached and in accordance with the Controller's instructions, unless it is obliged to process the data otherwise by Union law or the law of the Member State to which the Processor is subject (e.g. investigations by law enforcement or state security authorities); in such a case, the Processor shall inform the Controller of those legal requirements before processing, unless the law in question prohibits such notification on important grounds of public interest (Art. 28 (3) sentence 2 (a) GDPR).
- (2) The Processor does not use the personal data transferred for processing for any other purposes, in particular not for its own purposes.
- (3) The Processor must carry out appropriate controls within its sphere throughout the performance of the service for the Controller.
- (4) The Processor supports the Controller, within reasonable and necessary limits, in fulfilling data subjects' rights under Art. 12 to 22 GDPR, in preparing the records of processing activities and in carrying out any data protection impact assessments required by the Controller (Art. 28 (3) sentence 2 (e) and (f) GDPR). To the extent that the support services go beyond the Processor's statutory minimum obligations, the Processor may demand reasonable remuneration for this at the hourly rates applicable from time to time.
- (5) The Processor shall draw the Controller's attention without undue delay to any instruction issued by the Controller that in its opinion infringes statutory provisions (Art. 28 (3) sentence 3 GDPR). The Processor is entitled to suspend the implementation of the relevant instruction until it has been confirmed or amended by the responsible person at the Controller following review. The Processor may refuse instructions that are technically impossible to implement or that would require disproportionate effort; this must be notified to the Controller without undue delay, stating the reasons.
- (6) The Processor must rectify, erase or restrict the processing of personal data from the order relationship if the Controller so requests by way of an instruction and no legitimate interests of the

- Processor conflict with this. The Processor may provide information about personal data from the order relationship to third parties or to the data subject only following prior instruction or consent from the Controller.
- (7) The Processor agrees that the Controller is entitled – generally following prior scheduling with a notice period of at least four (4) weeks - to monitor compliance with the provisions on data protection and data security and with the contractual agreements, to a reasonable and necessary extent, either itself or through third parties commissioned by the Controller, in particular by obtaining information and inspecting the stored data and the data processing programs, as well as by carrying out reviews and on-site inspections (Art. 28 (3) sentence 2 (h) GDPR). On-site inspections are limited to once per calendar year, unless there is a specific suspicion of a personal data breach. Inspections must be carried out during normal business hours and must not disproportionately impair the Processor's business operations. The costs of the inspection are borne by the Controller. If the Controller commissions a third party to carry out the inspection, that third party must undertake to maintain confidentiality vis-à-vis the Processor; the Processor may reject a third party that is in a competitive relationship with the Processor. To the extent that the Processor provides evidence of the proper implementation of the agreed technical and organisational measures by presenting a current attestation, report or extract from a report by independent bodies (e.g. ISO 27001 certification, SOC 2 report), the Controller may require an on-site inspection only where there are specific indications of a breach of obligations.
 - (8) The processing of data in private homes (teleworking or working from home by the Processor's employees) is permitted. The measures under Art. 32 GDPR must also be ensured by the Processor when processing takes place in private homes. On-site inspections do not take place in private homes; instead, the Processor may provide evidence of compliance with the measures by means of suitable documentation.
 - (9) Systematic pseudonymisation of personal data is currently not employed, as the processing within the scope of the contractually agreed services is carried out on the basis of other appropriate protective measures (e.g. access restrictions, encryption, logging, permission concepts). The option of pseudonymisation is reviewed regularly and may be added in specific processing scenarios in coordination with the Controller.
 - (10) The Processor undertakes to maintain confidentiality when processing the Controller's personal data in accordance with the order. This also continues to apply after termination of the contract.
 - (11) The Processor warrants that, before they commence their activities, it familiarises the employees engaged in performing the work with the data protection provisions relevant to them and obliges them appropriately to maintain secrecy, both for the duration of their activities and after the end of their employment relationship (Art. 28 (3) sentence 2 (b) and Art. 29 GDPR). The Processor monitors compliance with data protection provisions within its business.

§ 6 Notification Obligations of the Processor in the Event of Processing Disruptions and Personal Data Breaches

- (1) The Processor shall notify the Controller without undue delay after becoming aware of any disruptions, of any infringements by the Processor or by persons employed by it of data protection provisions or of the stipulations agreed in the order, as well as of any suspicion of personal data breaches or irregularities in the processing of personal data. This applies in particular with regard to any reporting and notification obligations of the Controller under Art. 33 and Art. 34 GDPR. The Processor undertakes to provide the Controller with reasonable support, where necessary, in fulfilling the obligations arising for it as a result (Art. 28 (3) sentence 2 (f) GDPR). The Processor may make notifications under Art. 33 or 34 GDPR on the Controller's behalf only following prior instruction pursuant to § 4 of this agreement.

§ 7 Sub-processing Relationships with Subcontractors (Art. 28 (3) sentence 2 (d) GDPR)

- (1) The Controller hereby grants the Processor general written authorisation to engage further processors (subcontractors) to process the Controller's personal data (Art. 28 (2) sentence 1 GDPR). The Processor shall inform the Controller in text form of any intended change regarding the engagement of new subcontractors or the replacement of existing ones at least four (4) weeks before the planned engagement. The Controller may object to the intended change on important data

protection grounds within two (2) weeks of receipt of the notification. If no objection is raised within this period, consent is deemed to have been given. If the Controller raises a justified objection and no amicable solution can be found, the Processor has an extraordinary right of termination with regard to the affected service. The Processor shall ensure that it selects the subcontractor carefully, with particular regard to the suitability of the technical and organisational measures taken by the subcontractor within the meaning of Art. 32 GDPR.

- (2) Subcontractors in third countries may only be engaged if the special requirements of Art. 44 et seq. GDPR are met (e.g. adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).
- (3) The Processor must ensure by contract that the provisions agreed between the Controller and the Processor also apply vis-à-vis subcontractors. The details in the contract with the subcontractor must be specified concretely enough for the responsibilities of the Processor and of the subcontractor to be clearly delineated from one another. Where several subcontractors are used, this also applies to the responsibilities between those subcontractors.
- (4) The contract with the subcontractor must be in writing or in a documented electronic format (Art. 28 (4) and (9) GDPR).
- (5) Data may only be forwarded to the subcontractor once the subcontractor has fulfilled the obligations under Art. 29 and Art. 32 (4) GDPR with regard to its employees.
- (6) The subcontractors currently working for the Processor that are engaged in the processing of personal data:

Akamai Technologies International AG

Grafenauweg 8, 6300 Zug, Switzerland

Service: Hosting of the software infrastructure and provision of cloud and content delivery network (CDN) services. All of the Controller's data is stored and processed exclusively on Akamai servers. Only servers physically located in Germany are used for this purpose.

The Controller declares its agreement with their engagement.

§ 8 Technical and Organisational Measures pursuant to Art. 32 GDPR (Art. 28 (3) sentence 2 (c) GDPR)

- (1) The Processor ensures a level of protection appropriate to the risk to the rights and freedoms of the natural persons affected by the processing. To this end, the protection objectives of Art. 32 (1) GDPR, such as the confidentiality, integrity and availability of the systems and services as well as their resilience, are appropriately taken into account in relation to the nature, scope, circumstances and purpose of the processing.
- (2) The specific technical and organisational measures implemented are described in the attached Data Security and Data Protection Concept (Annex A) in detail. These measures are reviewed regularly and may be adapted to the current state of the art where necessary, provided that the agreed security standards are not undercut.
- (3) The Processor must carry out a review, assessment and evaluation of the effectiveness of the technical and organisational measures for ensuring the security of the processing where there is cause to do so, and in any event at least annually (Art. 32 (1)(d) GDPR). Where the measures taken by the Processor do not meet the Controller's requirements, it shall notify the Controller without undue delay.
- (4) Alternatively, the selection of appropriate technical and organisational measures by the Processor and compliance with them may be evidenced by proof of an audit or certification by an independent external body. The audit documentation and audit reports may be inspected by the Controller at any time.

§ 9 Obligations of the Processor after Completion of the Order (Art. 28 (3) sentence 2 (g) GDPR)

- (1) After the end of the order relationship, the Processor must either return or erase in a data-protection-compliant manner all personal data processed in connection with the order relationship, at the Controller's choice, unless a statutory retention obligation precludes erasure. In that case, the Processor limits the processing to fulfilling the retention obligation. Erasure or return must take place within ninety (90) days of the end of the relationship. Erasure must be confirmed to the Controller upon request in writing or in a documented electronic format.

§ 10 Liability

- (1) The parties are liable to data subjects in accordance with the provisions of Art. 82 GDPR. If both parties are responsible for such damage pursuant to Art. 82 (2) GDPR, they are liable for that damage in their internal relationship in accordance with their respective share of the responsibility. If, in such a case, a third party claims damages from one of the parties in full or beyond that party's share of the responsibility, that party may demand indemnification or holding harmless from the other party to the extent that the damages exceed its share of the responsibility.
- (2) The exclusions and limitations of liability under the General Terms and Conditions of Contract apply to the Processor's liability in the internal relationship.

§ 11 Miscellaneous

- (1) Agreements on the technical and organisational measures as well as monitoring and audit documentation (including in relation to subcontractors) must be retained by both parties for the duration of their validity and thereafter for a further three full calendar years.
- (2) Written, text or electronic form is generally required for collateral agreements.
- (3) The defence of the right of retention within the meaning of § 273 BGB is excluded with regard to the data processed for the Controller and the associated data media.
- (4) Should a provision of this agreement or of its constituent parts be or become invalid, this shall not affect the validity of the remaining provisions. Within reasonable limits, the parties are obliged in good faith to replace an invalid provision with a valid provision achieving the same result. The same applies if a matter requiring regulation is not expressly regulated.

A. Technical and Organisational Measures (pursuant to Art. 32 GDPR)

To ensure an appropriate level of protection for personal data, we at nPro Energy implement the following technical and organisational measures (TOM):

Physical Access Control

Physical access to premises in which personal data is processed or stored is protected by a multi-level security system:

- access rules for authorised employees
- locks / electronic locking systems
- accompaniment of visitors by internal employees

System Access Control

Various measures are in place to prevent unauthorised access to our IT systems:

- password protection with complexity requirements
- avoidance of default or trivial passwords
- two-factor authentication for administrative access and in the production system
- firewall systems and network security solutions to shield sensitive areas

Data Access Control

Protection against unauthorised reading, copying, alteration or removal by means of:

- a differentiated role and permission concept based on the need-to-know principle
- regular review and adjustment of the permissions granted
- logging of sensitive access

Separation Control

Separate processing of data collected for different purposes by means of:

- multi-tenant system architecture
- separate databases or database schemas for different customer purposes
- technical measures for logical separation within applications

Transfer Control

Protection against unauthorised reading, copying, alteration or removal during transmission or transport by means of:

- data transmissions take place exclusively in encrypted form, in particular by means of TLS
- interfaces are secured and restricted to authorised systems and recipients only

Input Control

Logging of the entry, alteration and erasure of personal data, by means of:

- a logging system exists for the traceability of data changes
- document management systems support traceability

Availability Control

The following measures have been implemented to ensure data availability and to minimise data loss:

- regular, automated backups with verification logs
- contingency plans for rapid restoration (disaster recovery plan)
- use of up-to-date anti-virus solutions and firewalls
- regular performance of penetration tests

Order Control

Personal data is processed by third parties exclusively within the framework of data processing agreements pursuant to Art. 28 GDPR:

- service providers are selected carefully and reviewed regularly
- contracts contain minimum data protection requirements